



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**IMPLEMENTATION OF THE HOMELESS PREVENTION INITIATIVE
SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM
TO DEVELOP AN INTERNET-BASED HOUSING DATABASE WEBSITE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

**JOINT RECOMMENDATION BY THE CHIEF ADMINISTRATIVE OFFICER AND THE
EXECUTIVE DIRECTOR OF THE COMMUNITY DEVELOPMENT COMMISSION
THAT YOUR BOARD:**

1. In order to implement a component of the Homeless Prevention Initiative (HPI), approve and delegate authority to the Chief Administrative Officer (CAO) to execute the attached agreement (Agreement) in substantially final form with Non-Profit Industries, Inc., dba Socialserve.com (Socialserve.com), to create an internet-based housing database website (the Website) for Los Angeles County for a maximum contract sum of \$356,900. The Agreement provides for an initial two-year term with three optional one-year renewals which may be exercised by the CAO or his/her delegate, provided that sufficient funding is available and County Counsel approves subsequent renewals as to form. The first year contract cost which will cover the Website development is \$176,900. The second year contract cost which will cover the Website administration and maintenance is \$180,000.
2. Delegate authority to the CAO to allocate up to \$25,100 and enter into separate agreements between the CAO and the Community Development Commission (CDC) for marketing the Website.

3. Delegate authority to the CAO to increase the maximum contract sum by no more than 10 percent of the \$356,900 contract amount, provided sufficient funding is available, and amend the Agreement as needed to complete the services set forth in the Statement of Work. Approval as to form from County Counsel will be obtained prior to executing any amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 4, 2006, your Board approved the Los Angeles County HPI which included a recommendation to establish the Website for Los Angeles County. The Website will have two components: (I) a public-access site which lists affordable rental housing opportunities Countywide; and (II) a restricted-access site which lists emergency and transitional housing shelters, along with additional information on special needs housing resources and opportunities. Both components will be customized from an existing database platform developed with off-the-shelf software that is hosted and maintained by Socialserve.com, with management oversight jointly provided by the CAO and CDC. An advisory group of stakeholders and experts in affordable, special needs, transitional, and homeless housing, will be formed to provide technical input and assistance for the operations of the database service.

The public-access site will provide comprehensive listings of subsidized and non-subsidized affordable rental housing vacancies throughout the County that can be accessed by the general public, social service agencies, County departments, and other public agencies. The public-access site will be marketed to the general public to encourage private landlords to list, at no cost, a wide range of affordable rental properties that are currently vacant or taking applications for waiting lists. Housing search options available through this database service will include location, accessibility, rental amount, proximity to public transportation, and acceptance of Section 8 Vouchers. Additional information provided by landlords will help identify options for special needs housing placement cases managed by County staff housing locators.

The restricted-access site will be limited to approved agencies, organizations, cities, and County staff who work with the homeless and special needs populations and have the need to access emergency, transitional, and special needs housing sites with regularly updated information.

Socialserve.com will provide Call Center staff for both components. A bilingual toll-free Call Center will be available during business hours to assist the public, talk to landlords, work with the County, and other public agency staff and housing locators, and help update the housing database at regular intervals.

Because homelessness and housing needs transcend all jurisdictional borders, the Website will provide listings and information Countywide. Although the Website would be configured and administered by Socialserve.com, the Website will be called the "Los Angeles County Housing Resource Center." The Website address, or addresses, will be determined based on the availability of web page domain names that are easily marketed and easy to remember.

This special needs and homeless housing restricted-access database service will be customized to complement and enhance current resources being implemented by the Los Angeles Homeless Services Housing Authority (LAHSA), 211 LA County, Shelter Partnership, and other programs and agencies. In future years, additional features being evaluated for expansion of the restricted-access site include: (I) the development of a Shelter Bed Vacancy List; and (II) the development of a Shelter Bed Reservation System. These and other future phase components, if approved, will carry additional expense for site development, marketing, and administration.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are in compliance with the existing County Strategic Plan: Goal 1, Service Excellence; Goal 4, Fiscal Responsibility; and Goal 5, Children and Families Well-Being.

FISCAL IMPACT/FINANCING

The three financial components of the initial two years of this project include 1) \$176,900 for the Website development, 2) \$25,100 for initial marketing of the public-access site to the public, and 3) \$180,000 for Website administration for one year after completion of the Website development. The total of these three components is \$382,000, which would be the maximum project cost for the two-year period of site development and first year operation of the Website. The \$356,900 contract with Socialserve.com does not include responsibility or budget for the Website marketing, which would be handled separately by the CAO and CDC.

These funds would be provided by both County General Funds and CDC funds, and would include both Fiscal Year (FY) 2006-07 and FY 2007-08 funds from both sources. The \$176,900 and \$25,100 will be funded by County General Funds as part of the \$15.4 million ongoing HPI approved by your Board on April 4, 2006, and on June 26, 2006 as a part of the 2006-07 Budget. The CAO will control the \$25,100 designated for County marketing and the CAO and CDC are in the process of developing a plan for the

marketing component of the project. The first year fee for service, after the Website customization is \$180,000, which will be funded by the CDC and is included in the CDC approved FY 2006-07 Budget. The initial year of full operation covers the ongoing administration and maintenance of the Website that will commence with the public launch of the Website.

The ongoing annual fee for service beyond this initial two year contract agreement, should any of the up-to-three-year renewal options be approved with no expansion of service is \$180,000, and would be funded by ongoing County General Funds through the HPI. It is anticipated, however, that the process of the Website development, stakeholder consultations, and initial one-year operation may lead to reasonable and justifiable requests for site changes which may include increased Website administration costs. The estimates for these changes will be provided to your Board for final approval in May 2007. Also, the incorporation and approval of the future database expansion options discussed below would also lead to an increased annual fee for service with Socialserve.com.

Future (Phase II and III) database service expansion options include a Shelter Bed Vacancy List, Shelter Bed Reservation System, and the listing of affordable for-sale housing opportunities. These options, along with associated configuration, marketing, and administrative costs will be analyzed and presented to your Board in May 2007, with a site implementation progress report, marketing plans, and recommendations for site expansion and maintenance. Although the current contract does not include the design or operation of these Website expansion options, it does include provisions for Socialserve.com to assist the County in evaluating the technical and financial feasibility of expanding this system in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The homeless and low-income populations will be the beneficiaries of Socialserve.com's capacity to: 1) identify permanent, affordable housing; 2) centralize access to Countywide housing resources; 3) identify landlords who accept Section 8 Vouchers; 4) assist housing locators and caseworkers; and 5) refer persons with disabilities and clients of the County's Mental Health system to participating landlords who are sympathetic to, or who have unit amenities adapted for, their special housing needs.

The configuration of this database service is expected to take approximately one year before a public launch is possible. However, the site should have some initial functionality and be available to County staff and approved agencies for testing in the Summer of 2007.

County Counsel has approved as to form the attached Agreement.

CONTRACTING PROCESS

The recommended award of a contract to Socialserve.com as a sole source provider of services is necessitated by the scarcity of providers in the market place. The CDC prepared a set of requirements based on its own experience in managing smaller databases of affordable housing that did not have public search capabilities. The CDC requirements for an expanded database and internet resource center included: full-time bilingual staff available to answer questions; ability to contact landlords for updates; and capability to handle phone inquiries. It was also recommended that this type of database be developed on open source software platforms as opposed to proprietary systems, because open source platforms are updated more frequently and are generally less expensive than proprietary platforms. Additional recommendations from the CDC included finding a nonprofit provider with extensive experience in local, state, and national housing programs, because this experience will have allowed the provider opportunities to test the database functionality in advance of developing a system for Los Angeles County. Socialserve.com was identified as the only provider that met all of these criteria, in addition to providing lower cost services than other providers offering similar services.

Community Development Commission's outreach to state housing finance agencies and large cities found that similar selection and procurement processes had been conducted within recent years, which resulted in Socialserve.com being selected. The metropolitan areas of Atlanta, Charlotte, Indianapolis, Denver, Houston/Harris County, Kansas City, and St. Louis, have all independently selected Socialserve.com as their sole source provider for internet based housing database services. The States of New Jersey and Florida recently initiated a formal competitive bidding process for similar housing database services. A Request for Proposals was issued for housing database providers. Socialserve.com was the lowest bidder out of only two responding applicants. Other states that have selected Socialserve.com to manage statewide databases include Arizona, Colorado, Georgia, Nebraska, North Carolina, South Carolina, South Dakota, and Louisiana.

With a six-year track record of serving the affordable housing market, Socialserve.com is also a self-sustaining Not-For-Profit 501(c)(3). No other housing database service exists with comparable expertise, experience, flexibility and cost effectiveness.

In addition, CDC has researched and experienced other affordable housing web-based listing services, but found them to be too expensive, rigid in design, and overlapping and deficient in meeting real time needs for locating available housing units. The Socialserve.com housing database service was favorably received by the New Directions Task Force, and has been approved by the Chief Information Office and the Special Needs Housing Alliance.

In summary, Socialserve.com is the only affordable housing listing and locator service that 1) provides a fully staffed bilingual Call Center and Web service (English/Spanish); 2) is completely customizable to meet the needs of Los Angeles County; 3) contacts every new landlord that registers for the services; 4) updates the availability of properties by email and/or phone; 5) educates both landlords and tenants on using the service, Section 8 processes, and Fair Housing Laws; 6) hosts the entire service eliminating the need for any additional hardware or software costs on the client side; 7) works with advisory boards and groups both locally and nationally; 8) provides on-site and remote training to user groups such as 211 staff and supportive housing agencies; and 9) is fully compliant with all federal accessibility requirements for public information websites.

Los Angeles County's utilization of the unique and essential features of the Socialserve.com housing database service will result in the consolidation of efforts to meet the housing needs of the low-income and homeless populations Countywide, and will complement existing County supportive services and affordable housing funding programs.

An advance notification of intent to enter into sole source negotiations with Socialserve.com was sent to your Board on November 15, 2006.

Socialserve.com subcontracts with Peak-10, Inc. (the Subcontractor) to provide co-location space and bandwidth services, and it is anticipated that the Subcontractor will also provide such services under the Agreement. The Subcontractor has agreed to comply with all County-required provisions.

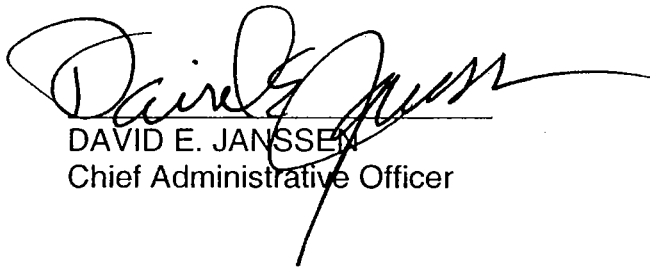
IMPACT ON CURRENT SERVICES

The development of this internet-based Countywide housing database service will list affordable housing rental opportunities, emergency shelters, and transitional housing, and will serve as an effective tool for homeless outreach teams, housing locators, the proposed stabilization centers, and the Homeless Court Program to meet the housing needs of targeted populations.

Honorable Board of Supervisors
December 19, 2006
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Upon approval by your Board, please return one stamped adopted copy of the letter with a copy of the Agreement to the Chief Administrative Office, Service Integration Branch, 222 South Hill Street, 5th Floor, Los Angeles, CA 90012.

Respectfully submitted,

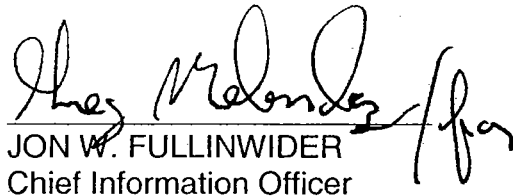


DAVID E. JANSSEN
Chief Administrative Officer



CARLOS JACKSON
Executive Director
Community Development Commission

Reviewed By:



JON W. FULLINWIDER
Chief Information Officer

DEJ:CJ:JWF
LS:FF:hn

Attachment (1)

c: County Counsel

CIO ANALYSIS

SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM TO DEVELOP AN INTERNET-BASED HOUSING DATABASE

(All Districts – 3 Votes)

CIO RECOMMENDATION:

☒

APPROVE

☐

APPROVE WITH MODIFICATION

☐

DISAPPROVE

Contract Type:

☐

New Contract

☐

Contract Amendment

☐

Contract Extension

☒

Sole Source Contract

☐

Hardware Acquisition

☐

Other

New/Revised Contract Term: Base Term: Two Yrs

of Option Yrs Three 1-year
terms

Contract Components:

☒

Software

☐

Hardware

☐

Telecommunications

☒

Professional Services

Project Executive Sponsor: Lari Sheehan, Branch Manager, Service Integration Branch

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$ 356,900
Aggregate Contract Amount	\$ 356,900

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. The Community Development Commission will be working with several departments (DMH, DHS, DCFS, DCSS, DPSS, along with Probation and the Sheriff's Department) that are expected to use the housing listings provided by the website.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?

Socialserve.com is currently providing similar services for several states, including Arizona, Colorado, Georgia, Ohio, Indiana, Kansas, New Jersey and Texas.

Project Metrics:

The Statement of Work and its Schedule of Deliverables and Payment identifies the software and services that will be provided.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The websites included in this contract are required to implement SIB's recommendation to establish an internet-based housing database as part of the Board-approved Homeless Prevention Initiative.

Alternatives Considered:

The CDC's selection of Socialserve.com was based on its review of similar procurements by state housing finance agencies and large cities, including the metropolitan areas of Atlanta, Charlotte, Indianapolis, Denver, Kansas City, St. Louis, as well as several states, Arizona, Colorado, Georgia, Nebraska, North Carolina, South Carolina, South Dakota, and Louisiana. In addition, the states of New Jersey and Florida recently selected Socialserve.com as their lowest cost provider of internet-based housing database services after similar formal competitive bidding processes.

Project Risks:

A key project risk is that the affordable housing websites and databases will be developed using Open Source software, which the County does not have experience or skill sets to maintain.

Risk Mitigation Measures:

The following measures will be used to mitigate the risk of utilizing Open Source software to develop the affordable housing websites and databases:

- The contractor will provide quarterly database extracts to the Chief Administrative Office/Information Technology Services (CAO/ITS) to load into Oracle tables to maintain. This will ensure that the CAO will have a back-up copy of the affordable housing data.
- The contractor will limit the use of Open Source software to develop the search and database update capabilities. Industry standard HyperText Markup Language (HTML) and Cascading Style Sheets (CSS) will be used to develop the websites and provided to CAO/ITS. Internal Services Department (ISD) has staff experienced in developing and maintaining websites that utilize HTML and CSS.

DRAFT



CONTRACT

FOR

**INTERNET-BASED HOUSING DATABASE
WEBSITE SERVICES**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NON-PROFIT INDUSTRIES, INC dba SOCIALSERVE.COM

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CONTRACT FOR INTERNET-BASED HOUSING DATABASE WEBSITE SERVICES

This Contract for Internet-Based Housing Database Website Services ("Contract") is made and entered into as of this ____ day of _____, 2006 by and between the County of Los Angeles ("County") and Non-Profit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com ("Contractor"), located at P.O. Box 35305, Charlotte, North Carolina 28235.

RECITALS

WHEREAS, County may contract with private businesses for services that are technical and highly specialized, provided on an intermittent basis and cannot be performed by current County employees or individuals who could be recruited, as authorized under California Government Code Section 31000;

WHEREAS, Contractor is a private firm specializing in providing affordable and special needs housing data internet web site services; and

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, certain internet-based housing database services which will be provided through a website ("the Website") which will be created and maintained by Contractor at the prices indicated and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

- 2.1 Chief Administrative Officer:** The term "Chief Administrative Officer" shall mean the Chief Administrative Officer of the County, or his or her designee.
- 2.2 Contract:** The term "Contract" shall have the meaning set forth in Paragraph 1.0 (Applicable Documents) of this Contract.
- 2.3 Contractor:** The term "Contractor" shall mean Nonprofit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com.
- 2.4 Contractor's Project Director:** The term "Contractor's Project Director" shall have the meaning set forth in Paragraph 7.0 (Administration of Contract – Contractor) of this Contract.
- 2.5 County's Project Director:** The term "County's Project Director" shall have the meaning set forth in Paragraph 6.0 (Administration of Contract -- County) of this Contract.
- 2.6 County Project Manager:** The term "County's Project Manager" shall have the meaning set forth in Paragraph 6.0 (Administration of Contract – County) of this Contract.
- 2.7 Day(s):** The term "Day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A (Statement of Work) of this Contract.
- 3.2** If Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.

- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Maximum Contract Sum authorized under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Administrative Office, Service Integration Branch at the address set forth in Exhibit D (County's Administration) of this Contract.
- 5.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5 Invoices and Payments:
- 5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder. Contractor shall prepare invoices which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Schedule of Deliverables and Payments) of this Contract and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with

6.0 ADMINISTRATION OF CONTRACT COUNTY

A listing of all County administration referenced in the following subparagraphs is set forth in Exhibit D (County's Administration) to this Contract. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director:

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy.

6.2 County's Project Manager:

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- providing direction to Contractor in the areas relating to County information requirements and procedural requirements.

County's Project Manager is responsible for overseeing the day-to-day administration of this Contract and reports to the County's Project Director. County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

A listing of all Contractor's administration referenced in the following subparagraphs is set forth in Exhibit D (County's Administration) of this Contract. County shall notify Contractor in writing of any change in the names or addresses shown.

7.1 Contractor's Project Director:

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, County may require that all Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from performing work under this Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of County, deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of Contractor's staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance

- 8.1.4 For any change requested by County which does not materially affect the term, Maximum Contract Sum or any term or condition included in this Contract (including exhibits), a Change Notice shall be prepared and executed by County's Project Director and Contractor's authorized representative.
- 8.1.5 Except as otherwise provided in this Contract, for any change requested by County which materially affects the term, Maximum Contract sum, or any term or condition included in this Contract (including exhibits), a negotiated written Amendment to this Contract shall be prepared and executed by each of County's authorized representative (or County's Board of Supervisors if deemed appropriate by County) and Contractor's authorized representative.
- 8.1.6 Notwithstanding any provision hereof to the contrary, the Chief Administrative Officer shall have the authority to increase the Maximum Contract Sum by an amount not to exceed Ten Percent (10%) of the original Maximum Contract Sum, in the Chief Administrative Officer's sole and absolute discretion, for the purpose of increasing the scope of data or to improve web page operating features that were not foreseen under the original Statement of Work attached hereto as Exhibit A. To implement such an increase in the Maximum Contract Sum, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Administrative Officer.
- 8.1.7 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's

give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

8.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Contract.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of County's ordinance entitled "Contractor Employee Jury Service"

that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, "consideration" shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Chief Administrative Officer shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

8.12.5 These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on Change Notices prepared pursuant to Subparagraph 8.1 of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.21.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality) of this contract.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Best rating of not less than A:VII unless otherwise approved by County.

8.23.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of

8.24.3 Workers' Compensation and Employers' Liability

insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Chief Administrative Officer or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Administrative Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Chief Administrative Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Administrative Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Administrative Officer or

Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Subparagraph 8.25 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.25.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Contract.

8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Administrative Officer, or designee shall resolve it.